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AMENDMENT OF SOLICITA	ATION/MODIF	CICATION OF CONTRACT		J		1 12	
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 14-Aug-2015	4. REQUISITION/PURCHASE REQ. NO. N6856315RC009FN		5. PRO.	ECTN	IO.(If applicable)	
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than item 6)		CODE			
NAVSUP FLC NORFOLK CONTRACTING NORFOLK OFFICE ATTN: A. ROCKETT 1968 GILBERT ST. SUITE 600 NORFOLK VA 23511-3392		See Item 6					
8. NAME AND ADDRESS OF CONTRACT OR	(No., Street, County,	State and Zip Code)	Х	9A. AMENDMENT OI N00189-15-T-0295	SOL	ICIT AT ION NO.	
			Х	9B. DATED (SEE ITE) 14-Aug-2015			
			<u> </u>	10A. MOD. OF CONT			
CODE FACILITY CODE				10B. DATED (SEE ITEM 13)			
		APPLIES TO AMENDMENTS OF SOLIC		ATIONS			
X The above numbered solicitation is amended as set fort	h in Item 14. The hour and	date specified for receipt of Offer	Х	is extended, is not	extend	led.	
(a) By completing Items 8 and 15, and returning 1 or (c) By separate letter or telegramwhich includes a reflective ATTHE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this are provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D.	eference to the solicitation HE RECEIPT OF OFFERS mendment you desire to cha solicitation and this amen	and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	ACKI O MA oe ma	NOWLEDGMENT TO BE AY RESULT IN de by telegramor letter,	ed;		
13. THIS ITI	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	S/OI	RDERS.			
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.		CT/ORDER NO. AS DESCRIBED IN ITE			NTH	E	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					es in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	SENTERED INTO PU	URSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	authority)						
E. IMPORTANT: Contractor is not,	is required to sig	gn this document and return	coj	pies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) I. The purpose of this amendment is to re-ope read, "The vendor must provide evidence of current certifications at his/her expense: II. All other terms and conditions remain unch III. See Summary of Changes for details.	en and extend the soll completion, at his/her	icitation; and correct the Performance V	Vorl	s Statement at section 3	.5 to	n	
Except as provided herein, all terms and conditions of the d 15A. NAME AND TITLE OF SIGNER (Type or		9A or 10A, as heretofore changed, remains unchar 16A. NAME AND TITLE OF CO			pe or	r print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		RIC		16C	. DATE SIGNED	
		BY	. 01				
(Signature of person authorized to sign)	-	(Signature of Contracting Of	fice	r)	14	-Aug-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 27-Jul-2015 02:00 PM to 19-Aug-2015 02:00 PM. The solicitation issue date has changed from 09-Jul-2015 to 14-Aug-2015.

The following have been modified:

INSTRUCTIONS TO VENDORS:

INSTRUCTIONS TO VENDORS AND EVALUATION INFORMATION

Interested vendors may send the quotation by the specified closing date and time to the Navy in the following ways:

Electronic submission:

- (a) By e-mail to ava.rockett@navy.mil
- (b) By facsimile to 757-443-1424

Hard copy submission:

(a) By commercial courier (i.e. FEDEX or UPS) to the following address:

Fleet Logistics Center Norfolk Attn: AVA ROCKETT, Code 245.1A Mail and Material Processing Center 9550 Decatur Avenue DWY22 Norfolk, VA 23511-3328

(b) If the quote is sent <u>using US Postal Services</u> mail to:

Fleet Logistics Center Norfolk Attn: AVA ROCKETT, Code 245.1A 1968 Gilbert Street, Suite 600 Norfolk, VA 23511-3392.

The quotation shall consist of two parts: (1) Technical Submission and (2) Price.

1. Technical Submission. In order to substantiate that the quoted services meet the requirements listed in the Performance Work Statement of this solicitation, the vendor shall provide either one (1) original and one (1) copy in hard copy or an electronic version of a resume that provides a detailed outline of his/her work (including name, address, and current phone number of the contact person) regarding the vendor's skills, experience and reliability, which will demonstrate how they will meet the Government requirements. Failing to provide the technical information and or providing unclear or inadequate information may be cause for rejection of the quote. Each vendor shall address all of the following in the Technical Submission section of the quotation:

3.0 Qualifications

- **3.1** Master of Divinity degree with documented courses in pastoral counseling or a Master of Arts degree with an emphasis on pastoral counseling.
- 3.2 Must have completed one (1) unit of Clinical Pastoral Education (CPE) or successfully completed clinical program(s) accredited by the Association for Clinical Pastoral Education (ACPE), the College of Pastoral Supervision and Psychotherapy (CPSP), or the National Association of Catholic Chaplains. or equivalent clinical training experience.
- **3.3** The vendor must agree to abide by the following Code of Conduct and Ethical Principles:
 - **3.3.1** Provide equal support to all program participants, defined as members of the armed forces (on active duty or members of reserve components in an active status), their dependents, activated reservists, and others who are qualified users of Department of Defense programs.
 - **3.3.2** Respect the cultural, ethnic, gender, racial, sexual-orientation, and religious diversity of other professionals and those served and strive to eliminate discrimination;
 - **3.3.3** Provide care that is intended to promote the best interest of the participants and to foster strength, integrity, resiliency and healing.
 - **3.3.4** Demonstrate respect for the cultural and religious values of those they serve and refrain from imposing their own values and beliefs on those served.
 - **3.3.5** Maintain relationships with retreat participants on a professional basis only.
 - **3.3.6** Refrain from any form of sexual misconduct, sexual harassment, or sexual assault in relationships with participants.
 - **3.3.7** Safeguard the confidentiality of participants when using materials for educational purposes or written publication.
 - **3.3.8** Understand the limits of their individual expertise and make referrals to other professionals when appropriate.
 - **3.4** The vendor must have at least two years of professional experience, exhibiting:
 - **3.4.1** Ability to work as a part of a multidisciplinary team and provide insights, opinions, and recommendations to enhance effectiveness of programming and curriculum;
 - **3.4.2** Professionalism, personal initiative and demonstrated good judgment;
 - **3.4.3** Knowledge and skills in facilitating training, and skills in attending to victims of emotional, psychological, spiritual or physical trauma or traumatic loss;
 - **3.4.4** A high level of experience in coordinating a variety of training via retreats, workshops, and seminars.
- 3.5 The vendor must provide evidence of completion, at his/her expense, within 180 days of execution of contract award; and maintain current certifications at his/her expense:
 - **3.5.1** Myers-Briggs Type Indicator[®] (MBTI[®])
 - 3.5.2 <u>Either PREP® (Prevention and Relationship Enhancement Program®) or Practical Application of Intimate Relationship Skills® (PAIRS®)</u>
 - **3.5.3** Applied Suicide Intervention Skills Training (ASIST) and SafeTALK from Living Works, Inc.
- **2. Price.** The vendor shall submit one original signed copy of the completed SF1449, and if applicable, executed copies of any amendments. Prices for all line items shall be provided. The prices quoted shall be in accordance with the Schedule of Supplies and Services contained in the solicitation. Price quotes shall be held firm for sixty days.

EVALUATION OF QUOTATIONS

(a) The Government will award an order resulting from this solicitation to the responsible vendor whose quotation, conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Quotations will be evaluated as follows:

Technical Price

- (b) Options. NA.
- (c) A written order in response to the vendor's quotation will be e-mailed or otherwise furnished to the successful vendor. The Contracting Officer may ask the vendor to provide written acceptance of an order. In other circumstances the vendor may indicate acceptance by proceeding with the services ordered.

<u>TECHNICAL FACTOR</u>: The Government will evaluate the Technical Submission as acceptable (pass) or unacceptable (fail).

Pass: The quote contains all of the required Technical Submission information indicated in the "Instructions to Vendors," the information submitted does not conflict with the requirements of the Specifications herein, and the proposed items meet or exceed the Government's requirements.

Fail: The quote does not contain all of the required Technical Submission information indicated in the "Instructions to Vendors," and/or the information submitted conflicts with the requirements of the Specifications herein, and/or the proposed items do not meet the Government's requirements.

Note: If the Contracting Officer determines that a vendor's technical submission is unacceptable, that vendor's entire submittal may be determined to be technically unacceptable and may no longer be considered for further competition or award.

PRICE: The vendor's proposed price will be evaluated on the basis of price reasonableness in accordance with FAR 13.106-3.

Vendors responding to this solicitation are advised that, prior to award, the government may request vendors to submit additional information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted quote.

SELECTION: The Government intends to evaluate quotes and award a contract using the simplified acquisition procedures of FAR Subpart 13.1. The Government shall select the vendor whose quote is most advantageous to the Government, considering price and technical submission when compared to other quotations. The Government reserves the right to award to other than the lowest priced vendor. The Government also reserves the right to not award a contract if a contract award is not in the best interest of the Government.

QUESTIONS

Any questions in relation to this request for quotation shall be submitted to AVA ROCKETT by e-mail at ava.rockett@navy.mil or by phone at 757-443-1400. The cut-off date for questions is 4:00 p.m. on 17 Aug 15.

(End of Text)

Submission of Quote – The NECO website has a "Submit Bid" Button next to the solicitation number. Do not use the "Submit Bid" Button on NECO to submit your quote. See "Quote Preparation Instructions" above for allowable method(s) for submitting your quote.

PERFORMANCE WORK STATEMENT:

Commander, Navy Region Mid-Atlantic (CNRMA) N00R, Religious Programs Office Chaplain Religious Enrichment Development Operation (CREDO)

PERFORMANCE-BASED WORK STATEMENT

CREDO PROGRAM FACILITATOR

Naval Station Great Lakes

Disclaimer: The issuance of this Performance-based Work Statement (PWS) is not an endorsement by the United States Government of any church, denomination, or religious organization.

1.0 Introduction

- 1.1 The contractor is accountable to the Director of Chaplain Religious Enrichment Development Operation (CREDO) Navy Region Mid-Atlantic (MIDLANT). Thus, this contract must be awarded directly to the Pastoral Care Provider & Program Facilitator. Subcontracting will not be permitted.
- 1.2 CREDO is a Chief of Chaplains Office program which has a 44 year history of proactively delivering specialized pastoral/spiritual care to address issues affecting readiness and resilience.
- 1.3 The period of performance will be from 01 September 2015 through 31 August 2016.

2.0 Responsibilities

- 2.1 Provide pastoral care and counseling in coordination with the installation Religious Ministries Team (RMT) in order to strengthen the resiliency of service personnel of Navy Region Mid-Atlantic. To accomplish this responsibility, the vendor will present all professional certifications and credentials listed in Paragra
- Disclaimer: The issuance of this Performance-based Work Statement (PWS) is not an endorsement by the United States Government of any church, denomination, or religious organization.

Great Lakes. Skins needed to racinitate a CNLDO retreat of workshop include out are not immed to the following:

- 2.2.1 Presenting material in group settings using a laptop computer, projector, videos and PowerPoint programs, and setting up the A/V equipment that is to be used;
- 2.2.2 Exhibit a willingness to work with vetted and approved components of CREDO Core Programs;
- 2.2.3 Instruct individuals and couples on communication techniques, type preferences, personal resilience, suicide prevention, and other approved programs used by CREDO.
- 2.3 Collect relevant data and perspective on spiritual needs and interests of families through Naval Chaplaincy Ministry Support Tool (NCMST) to ensure that individual and family needs are being met. All raw data, resulting tables, matrixes, reports, manuals, audio/visual aids and other such reports generated in execution of this contract shall become the property of the CREDO Director or designated representative.
- 2.4 Make appropriate referrals to a chaplain or other helping professionals within the Navy system to foster continued care, resources, and services to military families.

- 2.5 Adhere to ethical standards mentioned in 3.3 (below) and immediately report any breaches of ethical standards or loss of credentials/certifications to the CREDO Director.
- 2.6 Comply with installation and government policies and regulations regarding identification badges and professional decorum.
- 2.7 Be responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the performance work statement.
- 2.8 Attend Religious Ministries Team (RMT) staff meetings in order to hear programmatic needs and communicate scheduled CREDO programming.

3.0 Qualifications

- 3.1 Master of Divinity degree with documented courses in pastoral counseling or a Master of Arts degree with an emphasis on pastoral counseling.
- 3.2 Must have completed one (1) unit of Clinical Pastoral Education (CPE) or successfully completed clinical program(s) accredited by the Association for Clinical Pastoral Education (ACPE), the College of Pastoral Supervision and Psychotherapy (CPSP), or the National Association of Catholic Chaplains. or equivalent clinical training experience.
- 3.3 The vendor must agree to abide by the following Code of Conduct and Ethical Principles:
 - 3.3.1 Provide equal support to all program participants, defined as members of the armed forces (on active duty or members of reserve components in an active status), their dependents, activated reservists, and others who are qualified users of Department of Defense programs.
 - 3.3.2 Respect the cultural, ethnic, gender, racial, sexual-orientation, and religious diversity of other professionals and those served and strive to eliminate discrimination;
 - 3.3.3 Provide care that is intended to promote the best interest of the participants and to foster strength, integrity, resiliency and healing.
 - 3.3.4 Demonstrate respect for the cultural and religious values of those they serve and refrain from imposing their own values and beliefs on those served.
 - 3.3.5 Maintain relationships with retreat participants on a professional basis only.
 - 3.3.6 Refrain from any form of sexual misconduct, sexual harassment, or sexual assault in relationships with participants.
 - 3.3.7 Safeguard the confidentiality of participants when using materials for educational purposes or written publication.
 - 3.3.8 Understand the limits of their individual expertise and make referrals to other professionals when appropriate.
- 3.4 The vendor must have at least two years of professional experience, exhibiting:
 - 3.4.1 Ability to work as a part of a multidisciplinary team and provide insights, opinions, and recommendations to enhance effectiveness of programming and curriculum;
 - 3.4.2 Professionalism, personal initiative and demonstrated good judgment;
 - 3.4.3 Knowledge and skills in facilitating training, and skills in attending to victims of emotional, psychological, spiritual or physical trauma or traumatic loss;
 - 3.4.4 A high level of experience in coordinating a variety of training via retreats, workshops, and seminars.
- 3.5 The vendor must provide evidence of completion, at his/her expense, within 180 days of execution of contract award; and maintain current certifications at his/her expense:

- 3.5.1 Myers-Briggs Type Indicator® (MBTI®)
- 3.5.2 <u>Either PREP®</u> (Prevention and Relationship Enhancement Program®) <u>or Practical Application</u> of Intimate Relationship Skills® (PAIRS®)
- 3.5.3 Applied Suicide Intervention Skills Training (ASIST) and SafeTALK from Living Works, Inc.

4.0 Hours of Operation

- 4.1 Work hours for this contractor shall not exceed 40 hours total per week for 48 weeks per year. Contractor is expected to attend staff/coordination meetings during regular office hours in addition to delivering programming described in paragraphs 5.0 and 6.0, below. There will be no work performed nor meetings held during Federal holidays as promulgated by the Installation Commander and the Office of Personnel Management (OPM).
- 4.2 Week end retreats begin on Friday night at 1500 for facilitators, and they end at 1300 on Sunday.

5.0 CREDO Core Programs

- Vendor will be required to assist CREDO MIDLANT in the facilitation of a minimum of four (4) CREDO Core Programs for service personnel in the vicinity of Naval Station Great Lakes.
 - 5.1.1 Two (2) Marriage Enrichment Retreats (MER)
 - 5.1.2 One (1) Personal Resilience Retreat (PRR)
 - 5.1.3 One (1) Family Enrichment Retreat (FER)

5.2 Marriage Enrichment Retreats

- 5.2.1 An MER is a weekend retreat at local hotels that is designed to enable couples to work on various aspects of communication: physical (the mechanics of effective communication); emotional (learning about your spouse's love language), and mental (learning and accepting your spouse's type preference). An active duty or drilling reserve chaplain will be present as required the U.S. Navy Chief of Chaplains.
- 5.2.2 The minimum number of participant couples is 4 (8 individuals), and the maximum number of participant couples is 12 (24 individuals).
- 5.2.3 The Director of CREDO Detachment Groton will forward a script of a standardized Marriage Enrichment Retreat.

5.3 Personal Resilience/Growth Retreats

- 5.3.1 A PRR is a retreat at a nearby retreat or conference center that provides individuals time for self-reflection and pursue personal growth in a safe community. The overarching goal is for participants to gain better insight into their life experiences and develop new perspectives in their relationships with family, friends, coworkers, the military, and the broader world.
- 5.3.2 The minimum number of participants will be six (6), and the maximum number of participants will be 24. Regardless of the number of participants, there will be at least two (2) CREDO team facilitators. A CREDO facilitator must first participate in a PRR before they can be a part of the facilitation team.
- 5.3.3 The Director of CREDO Detachment Groton will forward a script of a standardized Personal Resilience/Growth Retreat (a CREDO Core Program).

5.4 Family Enrichment Retreats

- 5.4.1 Family Enrichment Retreats are held a nearby retreat or conference centers. CREDO MIDLANT uses tested material from Family Wellness Associates to introduce or reinforce communication skills and thus strengthen relationships within the family so that it can endure the challenges of military life.
- 5.4.2 The Director of CREDO Detachment Groton will forward a script of a standardized Family Enrichment Retreat using curriculum from Family Wellness Associates.

6.0 CREDO Core Plus Workshops

- 6.1 Vendor will be required to assist CREDO MIDLANT in the facilitation of a minimum of seven (7) CREDO Core Plus Programs for service personnel in the vicinity of Naval Station Great Lakes.
- 6.2 The CREDO Core Programs (MERs, PRRs, and FERs) form the back bone of CREDO programs. Core Plus workshops differ in definition from retreats in that workshops do not involve an overnight stay by participants. These events are held on the installation or at local hotels. CREDO Mid-Atlantic Groton will make the necessary financial and logistical arrangements with the installation or facilities in the area of the installation with the input given by the contractor. Maximum participation is negotiable between CREDO (Director and contractor) and the installation representative and is dependent upon the style of training requested and space provided. CREDO Core Plus workshops to be included in this contract are but not limited to:
 - 6.2.1 Two (2) ASIST[™] Workshops (suicide prevention; 3 days);
 - 6.2.2 Twelve (12) SafeTALK[™] Workshop (suicide awareness; three hours);
 - 6.2.3 Unit Team Building Workshop using MBTI (one day) as needed;
 - 6.2.4 Premarital Relationship or Healthy Dating Workshop (1 day) as needed;
 - 6.2.5 Marriage enrichment workshops (1 or 2 day) as needed.
- 6.3 The Director or an appointed representative of CREDO MIDLANT will oversee the contractor on any CREDO training requested by the command.

7.0 Places of Performance

- 7.1 NAVSTA Great Lakes
- 7.2 Place of performance for retreats and workshop facilities are within 100 miles of the Naval Station Great Lakes regional area.
- 7.3 Settings include retreat facilities, offices, classrooms, and chapels within the region.

8.0 Other Requirements

- 8.1 Reason for immediate replacement: If someone is absent greater than five (5) days.
- 8.2 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the rental services via a secure data collection site. The contractor is required to completely fill in all required data fields at https://doncmra.nmci.navy.mil.
- 8.3 Reporting inputs will be for the labor executed during the period of performance per the contract period. While inputs may be reported any time, all data shall be reported no later than August 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

9.0 Points of Contact

- 9.1 <u>SME</u>
- 9.2 <u>TECHNICAL REPRESENTATIVE</u>

Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N;

therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also checkin and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the
 United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD
 instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

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The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

(End of Summary of Changes)